

1819875-217612-GMT



**ADDENDUM TO PURCHASE AGREEMENT BETWEEN**

**MEDIQ NEDERLAND B.V.**

**for and on behalf of**

**DE STAAT DER NEDERLANDEN, DE MINISTER VAN VOLKSGEZONDHEID WELZIJN EN  
SPORT**

**AND**

**AFPRO FILTERS B.V**

**FOR FILTERING HALF MASKS**

This Addendum is dated 12 January 2021 and refers to the Contract dated 24 April 2020 between Mediq Nederland B.V. for and on behalf of de Staat de Nederlanden/Minister van VWS and AFPRO Filters B.V. for filtering half masks.

This Addendum will be operative from 1 January 2021.

**WHEREAS:**

- (A) Parties have entered into the CONTRACT to support the supply of FFP2 respiratory protective devices (filtering half masks) to health care workers who are dealing with patients affected by the COVID-19 virus. The Contract details the purchase and delivery of the Products to health care workers;
- (B) Parties wish to make certain adjustments to the CONTRACT concerning Contract Price and (product) liability and to lay down these adjustments in this Addendum with respect to the second and possible subsequent Purchase Orders as indicated below.

**IT IS AGREED** as follows:

**1. PRODUCT PRICE**

- 1.1 CUSTOMER and CONTRACTOR have agreed to a Price adjustment for the second Purchase Order.
- 1.2 CUSTOMER and CONTRACTOR have in respect of the second Purchase Order agreed to an adjusted Price per Product, in derogation of Section IV Pricing Schedule, which will in relation to the second Purchase Order be fixed at 5.1.1c
- 1.3 This new Price shall be applicable for the second Purchase Order of 5.1.1c



The PRODUCTS will be delivered in partial deliveries as detailed in the Purchase Order issued by CUSTOMER and accepted by CONTRACTOR. The PRODUCTS shall be invoiced monthly after delivery of the respective Products and such invoice is to be paid by CUSTOMER within one (1) week after receipt of invoice.

## **2. DELIVERY**

- 2.1 PARTIES agree that CUSTOMER does not have a right of first refusal to buy PRODUCTS as from the second PURCHASE ORDER.

## **3. (PRODUCT) LIABILITY**

- 3.1 CONTRACTOR and CUSTOMER have agreed that as from the second Purchase Order Articles 1.1 to 1.5 of Annex A will be replaced by Articles 3.2 to 3.6 as set out below.
- 3.2 In case the PRODUCTS do not comply with the specifications set out in SECTION III SCOPE SCHEDULE, CONTRACTOR shall either repair or replace the PRODUCTS concerned within a reasonable period after the non-conformity has been discovered, upon its sole discretion. In no event shall CONTRACTOR be under any further obligation, including obligations to pay for any costs other than the costs in relation to the repair and/or re-delivery of replacement PRODUCTS. However in case CONTRACTOR is not able to repair or redeliver such PRODUCT in conformity with the required specifications set out in SECTION III SCOPE SCHEDULE then CONTRACTOR shall refund the purchase price of any such PRODUCT on the condition that such PRODUCT has been returned to CONTRACTOR. This is an explicit deviation of article 6 sub d of the General Purchase Conditions, as a result of which article 6 d. of the General Purchase Conditions is not applicable.
- 3.3 CUSTOMER and CONTRACTOR shall be entitled to cancel any remaining tranches of the PURCHASE ORDER in case CONTRACTOR is not able to repair or re-deliver PRODUCTS in accordance with the specifications within a reasonable period.
- 3.4 If CONTRACTOR would be liable to CUSTOMER, CONTRACTOR's liability will in any event be limited to the purchase price of the PRODUCTS concerned and shall not exceed the actual damages caused directly by the damage-causing event to CONTRACTOR.
- 3.5 In case CONTRACTOR is unable to (continue) the manufacturing and/or delivery of the PRODUCTS as a direct consequence of one or more circumstances non-attributable to CONTRACTOR (Force Majeur) (such as but not limited to unforeseen problems with its own suppliers or subcontractors in the supply of (raw) materials of the essential, illness of personnel, et cetera), CONTRACTOR cannot be held liable, unless this is the result of gross negligence ("bewuste roekeloosheid") or wilful conduct ("opzet") of CONTRACTOR. In the event the aforementioned situation occurs for a consecutive period of one (1) month, CUSTOMER as well as CONTRACTOR are entitled to terminate the CONTRACT by written notice with immediate effect and without any claim for compensation.
- 3.6 Articles 3.2 to 3.5 of this Addendum are explicit additions to or deviations from Articles 6 and 11 of the General Purchase Conditions, as a result of which Article 11 a. and the last

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sentence of Article 6 b. of the General Purchase Conditions are not applicable.

#### 4. MISCELLANEOUS

- 4.1 This Addendum forms an integral part of the CONTRACT.
- 4.2 In the event of any conflict or inconsistency in the terms of the CONTRACT and this Addendum the order of precedence is: (1) this Addendum and (2) the CONTRACT, including all of its annexes.
- 4.3 This Addendum is solely governed by and construed in accordance with the laws of the Netherlands.

#### Signatories

**For and on behalf of MEDIQ NEDERLAND  
B.V.**

5.1.2e

08/02/2021

Name: 5.1.2e

Position: 5.1.2e

**For and on behalf AFPRO FILTERS B.V.**

Name: 5.1.2e

Position: 5.1.2e

**For and on behalf of DE STAAT DER  
NEDERLANDEN, DE MINISTER VAN  
VOLKSGEZONDHEID, WELZIJN EN SPORT**

5.1.2e

The Hague, January 29, 2021

Name: 5.1.2e

Position: 5.1.2e the Department of  
Pharmaceutical Affairs and Medical  
Technology,